

RECORDATION NO. 27036 - NNN FILED

FEB 27 '09 -4 15 PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A LESTER

20036

(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

February 27, 2009

Anne K. Quinlan, Esq.
Acting Secretary
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423-0001

Re: TRIP 18th Funding

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale and Assignment and Assumption Agreement, dated as of February 27, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Security Agreement being filed with the Board under Recordation Number 27036-MMM.

The names and addresses of the parties to the enclosed document are:

Buyer/Assignee: TRIP Rail Leasing LLC
2525 Stemmons Freeway
Dallas, Texas 75207

Seller/Assignor: Trinity North American Freight Car, Inc.
2525 Stemmons Freeway
Dallas, Texas 75207

Anne K. Quinlan, Esq.
February 27, 2009
Page 2

A description of the railroad equipment covered by the enclosed document is:

125 railcars within the following series as more particularly set forth in the attachment to the document:

TILX 034363 – TILX 034412 (inclusive)
TILX 034893 – TILX 034902 (except 034899)
TILX 518533 – TILX 518606
TILX 518615

A short summary of the document to appear in the index is:

Bill of Sale and Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Robert W. Alvord', with a checkmark to its left.

✓ Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO. 27036-NNN
FILED

FEB 27 '09

-4 15 PM

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

TRINITY NORTH AMERICAN FREIGHT CAR, INC, a Delaware corporation (the "Seller"), in consideration of the Purchase Price set forth on Schedule A and other good and valuable consideration given by TRIP RAIL LEASING LLC, a Delaware limited liability company (the "Buyer"), under the Purchase and Sale Agreement (the "Purchase and Sale Agreement") dated as of August 23, 2007 among the Seller, the Buyer and, TRINITY INDUSTRIES LEASING COMPANY ("TILC") (solely with respect to Sections 2.7, 3.2, 3.3, 3.4, 3.17(y), 3.17(z), 3.19, 4.4 and 6.8), at or before the execution and delivery of these presents, and receipt of which is hereby acknowledged, does hereby (i) grant, bargain, sell, transfer, assign and set over unto the Buyer and its successors and assigns all right, title, and interest of the Seller, in and to (x) certain Railcars set forth on Schedule A and (y) any Leases related thereto set forth on Schedule B and (z) certain other assets set forth on Schedule C and (ii) assign all of its right, title and interest in and to all warranties or representations made or given to the Seller with respect to the Railcars by the manufacturer thereof. The Buyer hereby assumes, and agrees it is unconditionally bound in respect of, as of the date hereof, all duties and obligations of the Seller under the Leases.

To have and to hold all and singular the rights to such Railcars and such Leases to the Buyer and its successors and assigns for their own use and behalf forever.

The Seller hereby warrants to the Buyer and its successors and assigns that, at the time of delivery of such Railcars and the assignment and assumption of such Leases, the Seller has legal and beneficial title thereto and good and lawful right to sell and otherwise convey such Railcars and to assign such Leases, and such Railcars and such Leases are free and clear of all Liens (other than Permitted Liens); provided that the Seller covenants that it will defend forever such title to such Railcars and such Leases against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Liens) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the delivery of such Railcars and the assignment of such Leases by the Seller hereunder. Notwithstanding the provisions above and its and the Buyer's intent that the Seller grant, bargain, sell, transfer, assign and set over to the Buyer all right, title and interest of the Seller in such Railcars and such Leases, as a precaution only, in the event of any challenge to this Bill of Sale as being in the nature of an absolute sale or assignment rather than a financing, the Seller hereby also grants the Buyer a security interest in such Railcars and such Leases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Purchase and Sale Agreement provide that this Bill of Sale and Assignment Agreement is other than a grant, bargain, sale, transfer, assignment and set over to the Buyer of all right, title and interest of the Seller in such Railcars and such Leases.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in the Purchase and Sale Agreement.

THIS BILL OF SALE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES). THIS BILL OF SALE HAS BEEN DELIVERED IN THE STATE OF NEW YORK.

* * *

IN WITNESS WHEREOF, the Seller and the Buyer have caused this instrument to be executed in its name, by a duly authorized officer on the 27th day of February, 2009.

TRINITY NORTH AMERICAN FREIGHT
CAR, INC

By: 

Name: James E. Perry

Title: Treasurer and Asst Secretary

TRIP RAIL LEASING LLC

By: TRIP Rail Holdings LLC, its Managing
Member

By: Trinity Industries Leasing Company,
its Manager

By: 

Name: Eric R. Marchetto

Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Dallas)

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared James E. Perry, who upon oath, acknowledged himself to be Treasurer and Asst Secretary of TRINITY NORTH AMERICAN FREIGHT CAR, INC, a Delaware corporation, and that s/he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption agreement for the purposes therein contained by signing the name of the corporation by her/himself as such officer of TRINITY NORTH AMERICAN FREIGHT CAR, INC.

WITNESS my hand and official seal this 27th day of February, 2009.



Danielle Henderson
Notary Public

MY COMMISSION EXPIRES: 6/9/2012

ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Dallas)

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Eric R. Marchetto, who upon oath, acknowledged himself to be Executive Vice President of TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation, the manager of TRIP Rail Holdings LLC, a Delaware limited liability company, which is the managing member of TRIP Rail Leasing LLC, a Delaware limited liability company, and that s/he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption agreement for the purposes therein contained by signing the name of the Delaware corporation by her/himself as such officer of TRINITY INDUSTRIES LEASING COMPANY.

WITNESS my hand and official seal this 27th day of February, 2009.



Danielle Henderson
Notary Public

MY COMMISSION EXPIRES: 6/9/2012

SCHEDULE A
to Bill of Sale and Assignment
and Assumption Agreement

RAILCARS; IDENTIFICATION MARKS; RUNNING NUMBERS;
PURCHASE AMOUNT¹

[see attached]

¹ **Purchase Amount:** The parties consider the Purchase Price confidential and it is omitted from any filing of this Bill of Sale and Assignment and Assumption Agreement with the Surface Transportation Board or the Office of the Registrar General of Canada.

TRIP RAIL LEASING-LLC

Close 18

Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Buld Date</u>	<u>Car Type</u>
1	TILX034363	4296	January-09	Freight
2	TILX034364	4296	January-09	Freight
3	TILX034365	4296	January-09	Freight
4	TILX034366	4296	January-09	Freight
5	TILX034367	4296	January-09	Freight
6	TILX034368	4296	January-09	Freight
7	TILX034369	4296	January-09	Freight
8	TILX034370	4296	January-09	Freight
9	TILX034371	4296	January-09	Freight
10	TILX034372	4296	January-09	Freight
11	TILX034373	4296	January-09	Freight
12	TILX034374	4296	January-09	Freight
13	TILX034375	4296	January-09	Freight
14	TILX034376	4296	January-09	Freight
15	TILX034377	4296	January-09	Freight
16	TILX034378	4296	January-09	Freight
17	TILX034379	4296	January-09	Freight
18	TILX034380	4296	January-09	Freight
19	TILX034381	4296	January-09	Freight
20	TILX034382	4296	January-09	Freight
21	TILX034383	4296	February-09	Freight
22	TILX034384	4296	February-09	Freight
23	TILX034385	4296	January-09	Freight
24	TILX034386	4296	January-09	Freight
25	TILX034387	4296	February-09	Freight
26	TILX034388	4296	February-09	Freight
27	TILX034389	4296	February-09	Freight
28	TILX034390	4296	February-09	Freight
29	TILX034391	4296	February-09	Freight
30	TILX034392	4296	January-09	Freight
31	TILX034393	4296	January-09	Freight
32	TILX034394	4296	February-09	Freight
33	TILX034395	4296	January-09	Freight
34	TILX034396	4296	January-09	Freight
35	TILX034397	4296	February-09	Freight
36	TILX034398	4296	January-09	Freight
37	TILX034399	4296	January-09	Freight
38	TILX034400	4296	February-09	Freight
39	TILX034401	4296	February-09	Freight
40	TILX034402	4296	February-09	Freight
41	TILX034403	4296	February-09	Freight
42	TILX034404	4296	February-09	Freight
43	TILX034405	4296	February-09	Freight
44	TILX034406	4296	February-09	Freight
45	TILX034407	4296	February-09	Freight
46	TILX034408	4296	February-09	Freight

TRIP RAIL LEASING LLC

Close 18

Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
47	TILX034409	4296	February-09	Freight
48	TILX034410	4296	February-09	Freight
49	TILX034411	4296	February-09	Freight
50	TILX034412	4296	February-09	Freight
51	TILX034893	4296	February-09	Freight
52	TILX034894	4296	February-09	Freight
53	TILX034895	4296	February-09	Freight
54	TILX034896	4296	February-09	Freight
55	TILX034897	4296	February-09	Freight
56	TILX034898	4296	February-09	Freight
57	TILX034900	4296	February-09	Freight
58	TILX034901	4296	February-09	Freight
59	TILX034902	4296	February-09	Freight
60	TILX518533	54030	January-09	Freight
61	TILX518534	54030	January-09	Freight
62	TILX518535	54030	January-09	Freight
63	TILX518536	54030	January-09	Freight
64	TILX518537	54030	January-09	Freight
65	TILX518538	54030	January-09	Freight
66	TILX518539	54030	January-09	Freight
67	TILX518540	54030	January-09	Freight
68	TILX518541	54030	January-09	Freight
69	TILX518542	54030	January-09	Freight
70	TILX518543	54030	January-09	Freight
71	TILX518544	54030	January-09	Freight
72	TILX518545	54030	January-09	Freight
73	TILX518546	54030	January-09	Freight
74	TILX518547	54030	January-09	Freight
75	TILX518548	54030	January-09	Freight
76	TILX518549	54030	January-09	Freight
77	TILX518550	54030	January-09	Freight
78	TILX518551	54030	January-09	Freight
79	TILX518552	54030	January-09	Freight
80	TILX518553	54030	January-09	Freight
81	TILX518554	54030	January-09	Freight
82	TILX518555	54030	January-09	Freight
83	TILX518556	54030	January-09	Freight
84	TILX518557	54030	January-09	Freight
85	TILX518558	54030	January-09	Freight
86	TILX518559	54030	January-09	Freight
87	TILX518560	54030	January-09	Freight
88	TILX518561	54030	January-09	Freight
89	TILX518562	54030	January-09	Freight
90	TILX518563	54030	January-09	Freight
91	TILX518564	54030	January-09	Freight
92	TILX518565	54030	January-09	Freight

TRIP RAIL LEASING LLC

Close 18

Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
93	TILX518566	54030	December-08	Freight
94	TILX518567	54030	January-09	Freight
95	TILX518568	54030	January-09	Freight
96	TILX518569	54030	January-09	Freight
97	TILX518570	54030	January-09	Freight
98	TILX518571	54030	January-09	Freight
99	TILX518572	54030	January-09	Freight
100	TILX518573	54030	January-09	Freight
101	TILX518574	54030	January-09	Freight
102	TILX518575	54030	January-09	Freight
103	TILX518576	54030	January-09	Freight
104	TILX518577	54030	December-08	Freight
105	TILX518578	54030	December-08	Freight
106	TILX518579	54030	January-09	Freight
107	TILX518580	54030	January-09	Freight
108	TILX518581	54030	January-09	Freight
109	TILX518582	54030	January-09	Freight
110	TILX518583	54030	February-09	Freight
111	TILX518586	54030	February-09	Freight
112	TILX518588	54030	February-09	Freight
113	TILX518589	54030	February-09	Freight
114	TILX518592	54030	February-09	Freight
115	TILX518593	54030	February-09	Freight
116	TILX518594	54030	February-09	Freight
117	TILX518595	54030	February-09	Freight
118	TILX518596	54030	February-09	Freight
119	TILX518598	54030	February-09	Freight
120	TILX518599	54030	February-09	Freight
121	TILX518603	54030	February-09	Freight
122	TILX518604	54030	February-09	Freight
123	TILX518605	54030	February-09	Freight
124	TILX518606	54030	February-09	Freight
125	TILX518615	54030	February-09	Freight

SCHEDULE B
to Bill of Sale and Assignment
and Assumption Agreement

LEASES
[see attached]

Schedule B

Leases

1. Fifty-nine (59) units identified with marks TILX 34363 – 34412, TILX 34893 - 34898, and TILX 34900 – 34902 leased pursuant to Rider Six (6) to that certain Railroad Car Lease Agreement dated January 26, 2006 between Trinity Industries Leasing Company and BASF Catalysts, LLC.

2. Sixty-six (66) units identified with marks TILX 518533 – 518583, TILX 518586, TILX 518588 – 518589, TILX 518592 – 518596, TILX 518598 – 518599, TILX 518603 – 518606, and TILX 518615 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement dated September 18, 2008 between Trinity Industries Leasing Company and Imperial Sugar Company.

SCHEDULE C

OTHER TRANSFERRED ASSETS

None

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

2/27/09



Robert W. Alvord